



## COUNTY OF LOS ANGELES

### FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
(323) 881-2401

DARYL L. OSBY  
FIRE CHIEF  
FORESTER & FIRE WARDEN

July 29, 2014

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

39 July 29, 2014

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**APPROVE AN AGREEMENT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF  
FORESTRY AND FIRE PROTECTION AND THE COUNTY OF LOS ANGELES FOR THE  
PROVISION OF FIRE PROTECTION SERVICES BY THE CONSOLIDATED FIRE PROTECTION  
DISTRICT OF LOS ANGELES COUNTY  
(ALL DISTRICTS) (3 VOTES)**

### SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting approval of an Agreement between the State of California Department of Forestry and Fire Protection (State) and the County of Los Angeles (County) in which the District will provide fire protection services to the State Responsibility Areas (SRA) from July 1, 2014 through June 30, 2017.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Chairman to sign a three-year Agreement between the State and the County.
2. Authorize the District, pursuant to County Code Section 2.20.080, to provide fire protection services to the SRA for the period of July 1, 2014 through June 30, 2017, and to receive compensation for such services in the amount up to \$62,914,403 under the Agreement.
3. Authorize the Fire Chief, or his designee, to execute this Agreement and any necessary amendments to accept additional compensation from the State that exceeds the State's spending

authority up to \$62,914,403 through June 30, 2017.

4. Authorize the Fire Chief of the District to review and update the Operating Plan on an annual basis.

5. Find that this Agreement is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the State CEQA Guidelines.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

In conformance with provisions of the Public Resources Code, Section 4125, et seq., your Board is requested to approve the attached Agreement between the State and the County. The Agreement authorizes the State to continue to compensate the District, through the County, for the prevention and suppression of fires in SRA. SRA lands include privately owned watershed lands and portions of unincorporated areas of the County that are within the District's boundaries. There is a shared wildland fire protection responsibility for this acreage pursuant to the County Charter and the Public Resources Code provisions that govern SRA. The District will be compensated up to \$62,914,403 over the three-year Agreement term, from July 1, 2014 through June 30, 2017.

The Agreement also authorizes the State to reimburse the District for additional costs of certain equipment such as bulldozers, hand crews, and aircraft utilized in fighting wildland fires on SRA lands that would be over and above the State's annual compensation to the District. Such reimbursement by the State would be in accordance with Exhibit A, Attachment 2, of the Agreement.

The current Agreement between the State and the County for the provision of fire protection services by the District to the SRA was for the period of July 1, 2011, through June 30, 2014. Pursuant to the Holding Over provisions included in Exhibit E of the current Agreement, it has been automatically extended until a new Agreement is executed. The new Agreement will extend such services for the term of July 1, 2014 through June 30, 2017.

### **Implementation of Strategic Plan Goals**

Approval of the recommended actions is consistent with the County's Strategic Plan, Goal 1, Operational Effectiveness, which is to maximize the effectiveness of the process, structure, and operations to support timely delivery of customer-oriented and efficient public service. The Agreement also supports Goal 3, Integrated Services Delivery, by integrating a coordinated strategy and sharing of necessary resources for fighting wildfires

### **FISCAL IMPACT/FINANCING**

The State will pay the County up to \$19,007,372 for Fiscal Year 2014-2015, up to \$19,957,741 for Fiscal Year 2015-2016, and up to \$23,949,289 for Fiscal Year 2016-2017, totaling approximately \$62,914,403 for fire protection and fire prevention services provided under the Agreement. These amounts will be passed through to the District as the service provider. Contractual compensation to the County is based upon what the State would spend if it were providing fire protection and prevention services directly.

Additionally, costs over and above the annual amounts incurred by the District in the actual fighting of wildland fires on SRA lands for equipment such as bulldozers, hand crews, and aircraft, will be billed by the District and reimbursed by the State in accordance with Exhibit A, Attachment 2, of the Agreement. There is no impact on net County cost.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Pursuant to the provisions of the Public Resources Code, the State has elected to contract with the County for its legally required financial share of fire protection responsibility in the designated areas. Based on the County's fire protection capability, efficiency and qualifications, the State will execute the subject Agreement with the County, which provides for payment to the County for fire protection services rendered in SRA. This three-year Agreement provides for State reimbursement up to \$62,914,403. Actual reimbursement rates will be adjusted annually through the State's Gray Book (Exhibit F of the Agreement) based upon the level of funds appropriated by the State for this purpose. Pursuant to County Code Section 2.20.080, the District will provide the fire protection services and receive compensation. The Agreement is automatically extended after the conclusion of the three-year term until the earlier of either: 1) a renewal agreement is executed; or 2) either agency provides a minimum of twelve (12) months written notice of termination, as stated in Exhibit D of the Agreement.

The District and the State agree to an Operating Plan that contains all the guidelines and information necessary to implement the terms of the Agreement. The District's Operating Plan is reviewed annually.

In addition to Los Angeles County, the Counties of Kern, Marin, Orange, Santa Barbara and Ventura have entered into similar agreements and are commonly known as the "Contract Counties." These counties provide direct protection to approximately 3.4 million acres of SRA.

### **ENVIRONMENTAL DOCUMENTATION**

This Agreement is exempt from the CEQA pursuant to Section 15061 (b) (3) of the CEQA Guidelines, because it can be seen with certainty that this activity will not have a significant effect on the environment. A Notice of Exemption is attached.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Acceptance of this Agreement will have no impact on current services.

### **CONCLUSION**

Please instruct the Executive Officer to sign and return five executed originals of the Agreement to this office for further processing and execution by the State.

Consolidated Fire Protection District of Los Angeles County  
Executive Office – Emergency Operations

The Honorable Board of Supervisors

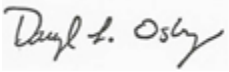
7/29/2014

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Chief Deputy Michael T. Metro  
1320 N. Eastern Avenue  
Los Angeles, CA 90063-3294

Upon execution by the State, the District will return one fully executed Agreement to the Executive Officer, Clerk of the Board.

Respectfully submitted,

A handwritten signature in cursive script, reading "Daryl L. Osby". The signature is written in dark ink on a light-colored background.

DARYL L. OSBY  
FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:ip

Enclosures

c: Chief Executive Office  
County Counsel  
Auditor-Controller

**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

AGREEMENT NUMBER

**7CA02377**

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Forestry and Fire Protection

CONTRACTOR'S NAME

County of Los Angeles

2. The term of this Agreement is: July 1, 2014 through June 30, 2017

3. The maximum amount of this Agreement is: \$62,914,403.00  
Sixty two million nine hundred fourteen thousand Four Hundred Three and no/100 Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

STD 213, Attachment 1 – Additional Signatures	1 page(s)
Exhibit A – Scope of Work	1 page(s)
Attachment 1 – Recitals	1 page(s)
Attachment 2 – Detailed Scope of Work	4 page(s)
Exhibit B – Budget Detail and Payment Provisions	2 page(s)
Exhibit C* – General Terms and Conditions	1 page(s)
Exhibit D – Special Terms and Conditions	2 page(s)
Exhibit E – Additional Provisions	1 page(s)
Exhibit F – Gray Book	1 page(s)
Exhibit G – Operating Plan	1 page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Los Angeles

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Don Knabe, Chairman, Los Angeles County Board of Supervisors

ADDRESS

1320 North Eastern Avenue, Los Angeles, CA 90063-3294

**STATE OF CALIFORNIA**

AGENCY NAME

Department of Forestry and Fire Protection

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Clare Frank, Deputy Director, Fire Protection

ADDRESS

P.O. Box 944246, Sacramento, CA 94244-2460

**California Department of General  
Services Use Only**

☐ Exempt \_\_\_\_\_

**STD 213, Attachment 1  
(Additional Signatures)**

**ADDITIONAL SIGNATURES**

**SOUTHERN REGION DEPARTMENT OF  
FORESTRY AND FIRE PROTECTION**

By:

\_\_\_\_\_  
Signature

Dale Hutchinson  
Region Chief  
CAL FIRE

Date \_\_\_\_\_

**APPROVED AS TO CONTENT:**

By:

\_\_\_\_\_  
Signature

Daryl L. Osby  
Fire Chief  
Los Angeles County Fire Department

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Date \_\_\_\_\_

Los Angeles County Counsel

**EXHIBIT A**  
**(Scope of Work)**

**SCOPE OF WORK**

1. Contract agreement between California Department of Forestry and Fire Protection (CAL FIRE) and County of Los Angeles to provide services as described herein:

The terms and conditions of this agreement have been previously reviewed and approved by the Department of General Services (DGS) during prior agreement reformat and rewrites. The completed agreement signed by CAL FIRE (STATE) and County of Los Angeles (COUNTY) provides wildland fire protection to State Responsibility Area (SRA) lands within COUNTY pursuant to Public Resources Code (PRC) Section 4129. Agreement also provides for COUNTY to assist STATE outside of COUNTY on a reimbursable basis when requested by STATE. Agreement contains a hold over clause for time required to obtain agency review and approvals.

2. The services shall be performed at SRA within the County.
3. The services shall be provided during any 24 hour period, Monday through Sunday, year round.
4. The project representatives during the term of this agreement will be:

State Agency: Dept. of Forestry and Fire Protection	Contractor: County of Los Angeles
Name: Deputy Chief, Contract Counties	Name: Fire Chief, Los Angeles County Fire Department
Phone: (951) 320-6102	Phone: (323) 881-2401
Fax: (951) 320-6395	Fax: (323) 265-9948

State Agency: Dept. of Forestry and Fire Protection	Contractor: County of Los Angeles
Section/Unit: CAL FIRE Southern Region	Section/Unit: Los Angeles County Fire Department
Attention: Deputy Chief, Contract Counties	Attention: Daryl L. Osby, Fire Chief
Address: 2524 Mulberry Street Riverside, CA 92501-2200	Address: 1320 North Eastern Avenue Los Angeles, CA 90063-3294
Phone: (951) 320-6102	Phone: (323) 881-2401
Fax: (951) 320-6395	Fax: (323) 265-9948

Direct all inquiries to:

State Agency: Dept. of Forestry and Fire Protection	Contractor: County of Los Angeles
Section/Unit: Business Services-Contracts	Section/Unit: Los Angeles County Fire Department
Attention: Leslie Cary	Attention: Daryl L. Osby, Fire Chief
Address: P.O. Box 944246 Sacramento, CA 94244-2460	Address: 1320 North Eastern Avenue Los Angeles, CA 90063-3294
Phone: (916) 324-5979	Phone: (323) 881-2401
Fax: (916) 323-1888	Fax: (323) 265-9948
Email: leslie.cary@fire.ca.gov	Email: daryl.osby@fire.lacounty.gov

5. This AGREEMENT, made between the County of Los Angeles, through its Board of Supervisors, hereinafter called COUNTY, and the State of California, Department of Forestry and Fire Protection (CAL FIRE), through duly appointed, qualified, and acting officers, hereinafter called STATE. Where the standard clauses, for example in Exhibit C, use the word "Contractor" that word shall mean COUNTY as COUNTY is used in this agreement.

**EXHIBIT A, Attachment 1  
(Recitals)**

**RECITALS**

The STATE and the COUNTY agree that the background of this Agreement is as follows:

1. There are within COUNTY areas designated by the State Board of Forestry and Fire Protection as State Responsibility Areas for fire protection through authority vested in STATE by Section 4125, of the Public Resources Code.
2. STATE, under authority of Public Resources Code Section 4141, may assign responsibility to a Federal Forest Agency within COUNTY for the prevention and suppression of all fires on State Responsibility Areas within Federal Forest Agency's Direct Protection Areas.
3. Designated State Responsibility Areas in Federal Forest Agency's Direct Protection Areas are delineated on maps on file with STATE in Sacramento, California.
4. COUNTY, by authority of Public Resources Code Section 4129, has elected to assume responsibility for the prevention and suppression of all fires on State Responsibility Areas (SRA) within COUNTY'S SRA Protection Areas (CPA).
5. Designated State Responsibility Areas in COUNTY'S SRA Protection Areas are delineated on maps on file with STATE in Sacramento, California.
6. STATE recognizes the capability and efficiency of the COUNTY fire protection organization now maintained by the COUNTY and its qualification to provide the fire protection services described within this agreement.
7. COUNTY has the responsibility for providing life and property fire protection in areas designated as State Responsibility Areas within COUNTY SRA Protection Areas.
8. Under the Budget Act, and in accordance with the STATE'S Fire Protection Plan, there is annually appropriated to CAL FIRE, funding for wildland fire protection in said COUNTY.
9. Under the authority of Section 4135, of the Public Resources Code, monies paid by STATE to COUNTY shall be expended by COUNTY for the sole purpose to fund the fire suppression resources outlined in the "Gray Book", incorporated by reference and marked Exhibit F, of this Agreement, for fire prevention, pre-suppression forces preparedness, and suppression of all fires on State Responsibility Areas within COUNTY'S SRA Protection Areas; and STATE, by authority of Section 4475, of the Public Resources Code, may enter into contracts for prescribed burning on wildlands.



**EXHIBIT A, Attachment 2  
(Detailed Scope of Work)**

**DETAILED SCOPE OF WORK**

**1. State and County Responsibilities**

The STATE and the COUNTY agree that the following work shall be done under this agreement:

- A. STATE shall supply to COUNTY, the "Gray Book", which outlines and describes the organization to be funded by the STATE to provide fire protection services on a total of approximately 1,642,245 acres of State Responsibility Area within COUNTY'S SRA Protection Areas.
- B. COUNTY shall provide to STATE a plan of operations and organization for the COUNTY department contemplated hereunder on forms approved by the STATE, a copy of which is attached marked Exhibit G of this Agreement, which shall show that COUNTY organization is capable of meeting the requirements set forth in the "Gray Book."
- C. STATE shall jointly develop and annually review an Operating Plan with the COUNTY that will document those factors specific to that COUNTY. The factors may include specific dispatching procedures, pre-approved initial attack dispatch levels, agency fire protection organization, reimbursement criteria, and other elements agreed to by the STATE and the COUNTY.
- D. The STATE'S designated representative shall annually examine, on-the-ground with the COUNTY'S designated representative, the facilities and services the COUNTY has made available in order to ascertain whether the terms of the agreement have been met. Notwithstanding the foregoing, COUNTY shall permit inspection, at any time by representatives of STATE, of crews, vehicles, property and other components of the organization established under the terms of this Agreement.
- E. Should the operations or organization of COUNTY, in reasonable judgment of the STATE, fail to meet the standard of protection required by this agreement, the STATE shall so inform COUNTY and take any reasonable action to maintain the required level of fire prevention and suppression capability.
- F. For the purpose of effecting mutual aid in times of fire emergency, either STATE or COUNTY may contribute without cost to the other, such persons and facilities as the contributing party may be willing and able to contribute, and which the receiving party may be willing to accept and direct; this provision shall not abrogate the terms and conditions specified in any other written agreement entered into by the parties hereto, for the specific purpose of exchanging fire control forces, either on a voluntary or upon a pay basis.
- G. Rewards as provided in Public Resources Code Section 4417, may be paid by STATE from funds not included in this contract upon recommendation of the Chief of the COUNTY'S department.
- H. COUNTY shall furnish adequate supervision for said fire protection through a qualified and duly appointed Chief Officer of the department providing services contemplated hereunder. When it becomes necessary to contract for the services of other entities to suppress a wildland fire on State Responsibility Area within COUNTY'S SRA Protection Areas, STATE agrees to accept its proportionate level of financial responsibility for those contracts and services required to protect State Responsibility Areas within COUNTY'S SRA Protection Areas, provided that the COUNTY obtains prior approval from STATE and exercises reasonable care and due diligence in the selection and the supervision of the contracting entities.
- I. COUNTY shall submit, when required by the STATE, reports relating to fire occurrence and history, law enforcement, personnel status, and fire prevention activity.
- J. COUNTY shall annually appropriate and expend a sum not less than the amount established annually in the STATE'S Budget Act for said COUNTY for the purpose of preventing and suppressing forest fires as defined in Section 4103, of the Public Resources Code, on the designated State Responsibility Areas within COUNTY'S SRA Protection Areas during the term of this agreement.
- K. COUNTY shall comply with applicable rules and regulations for prescribed burning of wildlands as described in Sections 4461 to 4480, of Public Resources Code.

**EXHIBIT A, Attachment 2  
(Detailed Scope of Work)**

**2. Emergency Operations**

When COUNTY resources, equipment, and/or personnel are assigned to a State Responsibility Area wildland fire within COUNTY SRA Protection Area, costs over and above the "Gray Book" allotment may be reimbursed by STATE. Such reimbursements will be in accordance with the following provisions:

- A. COUNTY may use and bill STATE for COUNTY funded engine companies, bulldozers, hand crews, aircraft, specialized equipment, and overhead personnel when used to protect STATE interests. Under certain conditions as outlined in the STATE/COUNTY Operating Plan described in Exhibit A, Attachment 2, Paragraph 1.B. and 1.C., of this Agreement, COUNTY may also bill STATE for STATE-funded COUNTY engine companies and bulldozers. These reimbursements to COUNTY will be from the STATE Emergency Fund and shall be in addition to the annual payment amount described in Exhibit B, Paragraph 1.A., of this Agreement.

The following conditions shall apply for reimbursement of COUNTY engine companies, bulldozers, aircraft, hand crews, and specialized equipment:

**1) ENGINE COMPANIES**

- (a) STATE shall reimburse COUNTY for engine companies when used on a State Responsibility Area wildland fire within the COUNTY'S SRA Protection Areas in accordance with criteria for determining reimbursement eligibility as outlined in the STATE/COUNTY Operating Plan described in Exhibit A, Attachment 2, Paragraph 1.B. and 1.C., of this Agreement.
- (b) STATE shall reimburse COUNTY for engine companies that provide move-up and cover to STATE-funded COUNTY stations within the COUNTY when such cover assignments are the result of a State Responsibility Area wildland fire within COUNTY'S SRA Protection Areas. Specific conditions for approval of move-up and cover assignments shall be outlined in the STATE/COUNTY Operating Plan described in Exhibit A, Attachment 2, Paragraph 1.B. and 1.C., of this Agreement.
- (c) Reimbursement of COUNTY engine companies shall be based on COUNTY rates on file with STATE at time of initial dispatch.
- (d) County engines billed to STATE must be identified by an incident order and request number and the associated cost; such costs shall be limited to engine, officer, operator, and crew.

**2) BULLDOZERS**

- (a) STATE shall reimburse COUNTY for COUNTY bulldozers when used on a State Responsibility Area wildland fire within COUNTY'S SRA Protection Areas in accordance with criteria for determining reimbursement eligibility as outlined in the STATE/COUNTY Operating Plan described in Exhibit A, Attachment 2, Paragraph 1.B. and 1.C., of this Agreement.
- (b) Payment of County bulldozers, transports, and operators shall be based on COUNTY operating rates on file with STATE at time of initial dispatch.
- (c) County bulldozers billed to STATE must be identified by an incident order and request number and the associated cost; such costs shall be limited to dozer transport and operator, and dozer and operator.
- (d) COUNTY shall provide STATE a list of bulldozers, size, model, and identification number, which shall be subject to this agreement. These shall be included in the STATE/COUNTY Operating Plan described in Exhibit A, Attachment 2, Paragraph 1.B. and 1.C., of this Agreement.

**EXHIBIT A, Attachment 2  
(Detailed Scope of Work)**

**3) AIRCRAFT**

- (a) STATE shall reimburse COUNTY for COUNTY aircraft when used on a State Responsibility Area wildland fire within COUNTY SRA Protection Areas in accordance with criteria for determining reimbursement eligibility as outlined in the STATE/COUNTY Operating Plan described in Exhibit A, Attachment 2, Paragraph 1.B. and 1.C., of this Agreement.
- (b) Reimbursement of COUNTY aircraft shall be based on COUNTY operating rates on file with STATE at time of initial dispatch.
- (c) STATE shall pay aircraft pilots at COUNTY rate.
- (d) STATE shall pay for one air tactical officer accompanying a COUNTY fixed-wing aircraft and one crew member assigned to each COUNTY helicopter at the COUNTY rate.
- (e) COUNTY aircraft billed to STATE must be identified by an incident order and request number and the associated cost.
- (f) COUNTY shall provide STATE a list of aircraft by make, model and aircraft identification number, which shall be subject to this agreement. These shall be included in the STATE/COUNTY Operating Plan described in Exhibit A, Attachment 2, Paragraph 1.B. and 1.C., of this Agreement.

**4) SPECIALIZED EQUIPMENT**

- (a) STATE shall reimburse COUNTY for COUNTY specialized equipment when used on a State Responsibility Area wildland fire within COUNTY SRA Protection Areas in accordance with criteria for determining reimbursement eligibility as outlined in the STATE/COUNTY Operating Plan described in Exhibit A, Attachment 2, Paragraph 1.B. and 1.C., of this Agreement.
- (b) For the purpose of this Agreement, Specialized Equipment shall include but is not limited to dozer tenders, helitenders, water tenders, communications units, and mobile kitchens or food service units. Other kinds of specialized equipment may be eligible for reimbursement if authorized by STATE.
- (c) Reimbursement of COUNTY specialized equipment shall be based on COUNTY operating rates on file with STATE at time of initial dispatch.
- (d) COUNTY specialized equipment billed to STATE must be identified by an incident order and request number and the associated cost; such cost shall be limited to the cost of the equipment usage and equipment operator.

**5) HAND CREWS**

- (a) STATE shall reimburse COUNTY for COUNTY hand crews when used on a State Responsibility Area wildland fire within COUNTY'S SRA Protection Areas in accordance with criteria for determining reimbursement eligibility as outlined in the STATE/COUNTY Operating Plan described in Exhibit A, Attachment 2, Paragraph 1.B. and 1.C., of this Agreement.
- (b) When the California Department of Corrections and Rehabilitation or other State Agency pays the base salary of a hand crew, including COUNTY fire department supervisors, correctional officers and inmates, then STATE shall only pay those costs which exceed the basic salary of the crew (e.g. overtime and incidental operating expenses) accrued on the emergency.
- (c) The STATE shall pay only for additional COUNTY personnel needed as crew strike team leaders to a limit of one strike team leader per crew strike team as defined in Incident Command System (ICS) standards for a crew strike team and for one technical specialist-crews per incident.

**EXHIBIT A, Attachment 2  
(Detailed Scope of Work)**

6) OVERHEAD PERSONNEL

- (a) STATE shall reimburse COUNTY for COUNTY overhead personnel when used on a State Responsibility Area wildland fire within the COUNTY'S SRA Protection Areas in accordance with criteria for determining reimbursement eligibility as outlined in the State/County Operating Plan described in Exhibit A, Attachment 2, Paragraph 1.B. and 1.C., of this Agreement.
- (b) Reimbursement of COUNTY Overhead Personnel shall be based on COUNTY rates on file with STATE at the time initial dispatch.

B. NOTIFICATION

- 1) Whenever COUNTY expects payment for services under the provisions of this paragraph, COUNTY must notify STATE of the commitment of any of these resources that have been pre-approved for use as an element of initial attack and so documented in the STATE/COUNTY Operating Plan described in Exhibit A, Attachment 2, Paragraph 1.B. and 1.C., of this Agreement. This notification must occur in a timely manner so that an appropriate audit trail can be established.
- 2) For those resources employed after initial attack, notification will occur when the request for approval of use is made to STATE.

- C. STATE shall reimburse COUNTY for COUNTY resources (equipment and personnel) when ordered by STATE or COUNTY in support of a special staffing pattern in accordance with conditions for approval of a special staffing pattern as outlined in the STATE/COUNTY Operating Plan described in Exhibit A, Attachment 2, Paragraph 1.B. and 1.C., of this Agreement.

**3. Assistance for Hire**

- A. COUNTY resources (equipment and personnel) requested directly by STATE for an out-of-county assignment will be reimbursed as Assistance-for-Hire for actual costs incurred by COUNTY.
- B. For any State Responsibility Area wildland fire where costs are incurred pursuant to the terms of this AGREEMENT, STATE and COUNTY will comply with the processes and procedures for incident billing established in the STATE/COUNTY Operating Plan described in Exhibit A, Attachment 2, Paragraph 1.B. and 1.C., of this Agreement.

**EXHIBIT B**  
**(Budget Detail and Payment Provisions)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the STATE shall annually pay to COUNTY that amount which is set forth in the STATE'S budget for each fiscal year involved as the STATE'S contribution to the support of the organization maintained by COUNTY for the prevention and suppression of wildland fires on lands described herein. The total amount payable by STATE to COUNTY for Gray Book-County Budget Detail (Gray Book) shall not exceed the amount specified on STANDARD FORM 213, Item 3, during the term of this agreement. This amount shall not include payments to the COUNTY for COUNTY resources used to suppress state responsibility fires under conditions set forth in Exhibit A, Attachment 2, Paragraphs 2, A, 1) through 6) of this Agreement.
- B. COUNTY shall request payment in an amount not to exceed the sum designated in paragraph A above in the manner described hereinafter.
- C. COUNTY shall prepare and submit "Gray Book" invoices to STATE monthly, quarterly, semi-annually, or annually at COUNTY'S option, in arrears after STATE has certified that such services have been satisfactorily provided in accordance with this Agreement, during the period covered by said invoice. The final statement for any fiscal year covered by this Agreement shall be submitted no later than sixty days following the end of that fiscal year. "Gray Book" invoices shall include the Agreement Number and shall be submitted in triplicate in arrears to:

California Department of Forestry and Fire Protection  
ATTN: Deputy Chief, Contract Counties  
2524 Mulberry St., Riverside, CA 92501

- D. In the event that the STATE, during the term of this Agreement, increases salary, augments staffing, or other expense items, having the effect of increasing such cost, the "Gray Book" may be amended to reflect such increase provided that funds have been appropriated and are available for such purpose. Similarly, in the event that the STATE receives a budget reduction having the effect of decreasing such cost, the "Gray Book" may be amended to reflect such decrease. In the event no appropriation is made for the purpose of this Agreement, the obligations of the parties to each other under this Agreement shall cease and this Agreement shall become null and void.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

Upon receipt of a properly submitted, undisputed invoice, STATE shall pay COUNTY within forty-five (45) days, or automatically calculate and pay the appropriate late payment penalties as specified in Government Code, Chapter 4.5, Section 927. In the event of an emergency, as defined in Section 927.11, late payment penalties may not apply. Specific to STATE, if an invoice from a business under contract with STATE becomes subject to late payment penalties during the annually declared fire season, then the required payment approval date shall extend 30 calendar days beyond the initial 45-day period. The total shall include the current applicable CAL FIRE Administrative Rate.

**EXHIBIT B**  
**(Budget Detail and Payment Provisions)**

**4. "GRAY BOOK" FUNDING INFORMATION**

<b>County of Los Angeles / California Department of Forestry and Fire Protection (CAL FIRE)</b>					
<b>Fund</b>	<b>Year</b>	<b>Codes</b>			<b>Amount</b>
General	2014	3012	418.10	00700	\$ 17,106,635.00
SRA	2014	3012	418.10	00740	1,900,737.00
General	2015	3012	418.10	00700	17,961,967.00
SRA	2015	3012	418.10	00740	1,995,774.00
General	2016	3012	418.10	00700	21,554,360.00
SRA	2016	3012	418.10	00740	2,394,929.00
<b>Total Agreement:</b>					<b>\$62,914,403.00</b>

**EXHIBIT C**  
**(General Terms and Conditions)**

**GENERAL TERMS AND CONDITIONS**

The General Terms and Conditions are included in the contract by reference at:

<http://www.documents.dgs.ca.gov/ols/GTC-610.doc>

**EXHIBIT D**  
**(Special Terms and Conditions)**

**SPECIAL TERMS AND CONDITIONS**

**1. Excise Tax**

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

**2. Settlement of Disputes**

In the event of a dispute, within ten (10) days of discovery of the problem contractor shall file a "Notice of Dispute" with:

California Department of Forestry and Fire Protection (CAL FIRE)  
Attention: Contracts Manager  
P.O. Box 944246  
Sacramento, CA 94244-2460

Within ten (10) days of STATE receiving contractor's notice, the contracts manager or designee shall advise contractor of the findings and recommend a method to resolve the dispute. Decision of the contracts manager or designee shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

**3. Right to Terminate**

Either party may terminate this Agreement at any time by giving a minimum of 12 months notice to the other party. In the event of termination, STATE shall pay Contractor for all costs and un-cancelable obligations incurred to the date of termination up to but not exceeding the maximum amount payable.

**4. Potential Subcontractors**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the STATE and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the STATE for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the STATE'S obligation to make payments to the Contractor. As a result, the STATE shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**5. Evaluation of Contractor**

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to DGS, Office of Legal Services, if it is negative and over \$5,000.

**6. Agency Liability**

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the STATE shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability,



**EXHIBIT D**  
**(Special Terms and Conditions)**

paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**7. Force Majeure**

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failures of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

**8. Contractor Name Change**

Contractor shall provide a written notice to the STATE at least thirty (30) days prior to any changes to the Contractor's current legal name.

**EXHIBIT E**  
**(Additional Provisions)**

**ADDITIONAL PROVISIONS**

**1. Holding Over**

- A. In the event STATE or COUNTY decides not to renew this Agreement, STATE or COUNTY shall provide the other a minimum of 12 months written notice of such intention. If no such notice is received, and a new Agreement has not been executed, this Agreement shall be automatically extended on the same terms and conditions as contained herein, together with amendments if any, until the earlier of:
1. The date on which a new renewal Agreement is fully executed, or
  2. Termination of this holdover Agreement by the mailing by either COUNTY or STATE of 12 months written notice to the other party.
- B. Renewal Agreements shall be retroactive to the end of the term of the present Agreement. Any payments made during a holdover period shall, if necessary, be promptly adjusted to comply with payments called for in the new Agreement. Such adjustments shall occur within 60 days after approval of the new Agreement by DGS. COUNTY shall invoice STATE for any billing correction made necessary because of changes in the contract rates.
- C. The effectiveness of this Exhibit E, Paragraph 1, is conditional upon the lawful appropriation and availability of STATE funding for COUNTY'S services during the term of this Agreement.

**2. Indemnification**

Paragraph 5 of Exhibit C, General Terms and Conditions, does not apply because it is superseded by this Paragraph.

COUNTY agrees to indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by COUNTY in the performance of this Agreement.

Pursuant to Government Code Section 925 et seq., STATE agrees to indemnify, defend and hold harmless the COUNTY, its officers, agents and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by STATE in the performance of this Agreement.

**3. Indemnification For Vegetation Management Projects**

The STATE agrees to indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees, from and against any and all liability expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, arising solely out of performance by the COUNTY of approved vegetation management projects undertaken as part of fire prevention activities under this Agreement.

Notwithstanding the terminology of Public Resources Code Sections 4119, 4153, 4423, and 4436, the COUNTY shall not act as an agent of the STATE but shall exercise the powers granted in those sections independently as authorized by Public Resources Code Section 4129.

Paragraph 15 of Exhibit C, does not apply to this Agreement because the services provided in this Agreement were not obtained by means of a competitive bid.

**EXHIBIT F**  
**(Gray Book)**

**GRAY BOOK**

The "Gray Book" referenced in Exhibit A, Attachment 2, Paragraph 1.B., is hereby incorporated by reference and made a part of this agreement as if attached hereto.

**EXHIBIT G**  
**(Operating Plan)**

**OPERATING PLAN**

The Operations Plan provided by the COUNTY, in accordance with Exhibit A, Attachment 2, Paragraph 1.B and 1.C of this Agreement, is hereby incorporated by reference and made a part of this agreement as if attached hereto.

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS**: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT**:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS**: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

# Notice of Exemption

Appendix E

To: ☐ Office of Planning and Research  
1400 Tenth Street, Room 121  
Sacramento, CA 95814

From: (Public Agency) Consolidated Fire Protection District  
1320 N. Eastern Avenue  
(Address)  
Los Angeles, CA 90063

☒ County Clerk  
County of Los Angeles

Three-Year Renewal of Fire Protection Agreement with the State of California Department of Forestry  
Project Title: and Fire Protection, For a Total of \$62,914,402, from July 1, 2014 through June 30, 2017.

Project Location - Specific: State Responsibility Areas of Los Angeles County

Project Location - City: State Responsibility Areas Project Location - County: State Responsibility Areas

## Description of Nature, Purpose, and Beneficiaries of Project:

Approval of this Agreement would authorize the State to continue to compensate up to a total of \$62,914,402 for three  
year for fire protection services to the State Responsibility Areas within Los Angeles County

Name of Public Agency Approving Project: Los Angeles County Board of Supervisors

Name of Person or Agency Carrying Out Project: Consolidated Fire Protection District of Los Angeles County

## Exempt Status: (check one)

- ☐ Ministerial (Sec. 21080(b)(1); 15268);  
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));  
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));  
☒ Categorical Exemption. State type and section number: 15061(b)(3)  
☐ Statutory Exemptions. State code number:

Reasons why project is exempt: Pursuant to Section 15061(b)(3), this project is not subject to the California  
Environmental Quality Act of 1970 as it can be seen with certainty that there is no possibility that it may have a  
significant effect on the environment.

## Lead Agency

Contact Person: \_\_\_\_\_ Area Code/Telephone/Extension: \_\_\_\_\_

## If filed by applicant:

1. Attach certified document of exemption finding.  
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: Frank Niddle Date: 5-15-14 Title: Chief, Forestry Div.

☐ Signed by Lead Agency

Date received for filing at OPR:

☐ Signed by Applicant

Revised October 1989